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NOTES OF CASES.

Animals—Knowledge of Viciousness—Negligence.—One who knows, or should know, that his steer is vicious, is held, in *Harris v. Carstens Packing Co.* (Wash.) 6 L.R.A.(N.S.) 1164, to be liable for injuries inflicted by the animal on travelers, if it strays unattended onto the highway, although the owner is guilty of no negligence, and has taken extraordinary precautions to prevent the animal from doing harm.

Bill of Lading—Purchase of Draft Attached to.—The purchase of a draft attached to a bill of lading is held, in *Lewis v. W. H. Small & Co.* (Tenn.) 6 L.R.A.(N.S.) 887, not to transfer title to the goods, so as to render the purchaser of the draft responsible upon the contract in accordance with which the property is shipped.

Carriers of Passengers—Ejection—Tickets and Fares.—The right of a conductor to eject a passenger from a car when the station to which his ticket reads is passed, and he refuses to pay additional fare, is sustained in *Virginia & S. W. R. Co. v. Hill* (Va.) 6 L.R.A.(N.S.) 899, notwithstanding his contract calls for a ticket to a more distant point, and the ticket held by him was issued by mistake.

Carriers of Passengers—Negligence Per Se.—A passenger who, while traveling on a rapidly moving railroad car, intentionally and needlessly projects his arm, or a part thereof, out of the window of the car, is held, in *Interurban R. & T. Co. v. Hancock* (Ohio) 6 L.R.A.(N.S.) 997, to be guilty of negligence, as matter of law.

Carriers of Goods—Connecting Carriers—What Constitutes Conversion.—Refusal of a connecting carrier to surrender freight,—at least after a reasonable time to ascertain facts,—upon tender of the rate stipulated for in the carriage contract, which is in excess of its own portion of the through rate, because of a way bill in its possession calling for a larger sum, which is subsequently admitted to be a mistake, is held, in *Beasley v. Baltimore & P. R. Co.* (App. D. C.) 6 L.R.A.(N.S.) 1048, to be a conversion for which trover will lie.

Carriers of Goods—Liability for Delay in Shipment.—Where the agent of a terminal carrier at the station to which freight is carried demands a sum as freight greater than that fixed in the bill of lading issued by the initial carrier, and, in consequence of the consignee's refusal to pay more than the latter sum, the shipment is not delivered for a period of ten days, the last carrier is held, in *Goodin v. Southern R. Co.* (Ga.) 6 L.R.A.(N.S.) 1054, not to be liable in damages to the consignee on account of such delay, even though at the expiration of the time named the goods are delivered upon the

payment of the amount of freight set out in the bill of lading, where it does not appear that the amount demanded by the terminal carrier's agent was in excess of the legal and proper charges according to the fixed and usual rates, or that there existed between the terminal carrier and the initial carrier contractual relations with reference to transportation charges.

Carriers of Passengers—Liability for Interruption of Journey.—When a railroad company is fully advised of a quarantine which will make the uninterrupted journey of a passenger impossible, and undertakes through its conductor to inform him on the subject of quarantine, it is held, in *Hasseltine v. Southern R. Co.* (S. C.) 6 L.R.A.(N.S.) 1009, that it will be liable for the consequences of failing to inform him of the one which will interfere with his journey.

Carriers of Good—Carrier's Lien—Extinguishment.—Where a common carrier becomes liable to the consignee of goods for damages to the property received in transit, and the amount of such damages equals or exceeds the freight bill on the damaged goods, the lien of the carrier is held, in *Missouri P. R. Co. v. Peru-Van Zandt Implement Co.* (Kan.) 6 L.R.A.(N.S.) 1058, to be thereby extinguished, and the consignee is held to be entitled to the possession of such goods without payment of freight; and in such a case refusal of the carrier to deliver the goods to the consignee upon demand is held to constitute a conversion.

Carriers of Passengers—Student's Reduced-Fare—Fraud.—One who, by fraudulent representations as to her age and occupation, procures a student's reduced-fare railroad ticket, is held, in *Fitz-maurice v. New York, N. H. & H. R. Co.* (Mass.) 6 L.R.A.(N.S.) 1146, not to occupy, while traveling upon it, the relation of passenger towards the carrier, but to be a trespasser, and to have no right to recover for injuries received while upon the train, unless they were received under circumstances which would entitle a trespasser to recover.

Chattel Mortgages—Removal of Goods from State.—Consent by a chattel mortgagee that the property shall be taken out of the state in which the mortgage was given is held, in *Jones v. North Pacific Fish & Oil Co.* (Wash.) 6 L.R.A.(N.S.) 940, to be a waiver of the mortgage as against every person except the mortgagor.

Contracts in Restraint of Trade.—A contract by one employed as assistant in a dentist's office not to engage in business in that place or its vicinity in competition with him is held, in *Turner v. Abbott* (Tenn.) 6 L.R.A.(N.S.) 892, not to be invalid as in restraint of trade.